

**AGREEMENT BETWEEN  
RAPID CITY AREA SCHOOL DISTRICT 51-4  
AND  
RAPID CITY POLICE DEPARTMENT AND PENNINGTON COUNTY  
SHERIFF'S OFFICE**

Agreement made this \_\_\_\_ day of \_\_\_\_\_, 2012 between the Rapid City Area School District 51-4 (hereinafter referred to as "RCASD"), the Rapid City Police Department (hereinafter referred to as "RCPD") and the Pennington County Sheriff's Office (hereinafter referred to as "PCSO").

**RECITALS**

The purpose of this Agreement is to set forth the terms and conditions of an agreement between the Parties to define the relationship between the RCASD, RCPD and PCSO with regard to providing law enforcement services (School Liaison Officers) by the RCPD and PCSO to the RCASD.

**AGREEMENT**

The specific services to be provided by the RCPD and PCSO to RCASD shall be that of School Liaison Officer. The position of School Liaison Officer shall be defined by agreement of the Parties from time to time.

1. The Parties hereto acknowledge there is a financial agreement between the Parties. The RCASD will reimburse the RCPD and PCSO 50% of the actual wages of either the RCPD or PCSO employees for a nine month school year. The invoices for payment will be submitted twice per year by the RCPD and PCSO. Notwithstanding the reimbursement, the School Liaison Officers shall be employees of the RCPD or PCSO and are not to be construed or interpreted as officers, employees or agents of RCASD.
2. The RCPD and PCSO will maintain no special records with regard to this relationship. RCPD and PCSO will only maintain records it normally maintains in the ordinary course of business.
3. This Agreement shall run for one (1) year commencing on \_\_\_\_\_ and shall terminate on \_\_\_\_\_. This Agreement shall automatically renew for consecutive one (1) year terms unless a different term is mutually agreed to by the parties or the Agreement is earlier terminated.
4. This Agreement may be terminated at any time by any party by giving all other parties \_\_\_\_\_ days advance written notice.
5. The RCPD and PCSO will maintain complete control over its School Liaison Officers. The School Liaison Officers are the employees of the RCPD and PCSO.

6. The RCASD agrees to provide office space and access to computer systems for the School Liaison Officer.
7. Each party to this Agreement agrees to hold the others harmless for the acts or omissions of its own agents and employees.
8. The Parties agree that upon mutual agreement of the Parties, the terms and conditions of this Agreement may be modified as agreed to by the Parties.
  - a. This Agreement is bound by the laws of the state of South Dakota.

The Parties agree this Agreement constitutes the entire agreement between the Parties regarding its subject matter and that there are no other oral or collateral agreements or understandings of any kind or character as to the subject matter of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the \_\_\_\_\_ day of \_\_\_\_\_, 2012.

RAPID CITY AREA SCHOOL DISTRICT 51-4:

By: \_\_\_\_\_

Its: \_\_\_\_\_

RAPID CITY POLICE DEPARTMENT:

By: \_\_\_\_\_

Its: \_\_\_\_\_

PENNINGTON COUNTY SHERIFF'S OFFICE:

By: \_\_\_\_\_

Its: \_\_\_\_\_

CITY OF RAPID CITY:

By: \_\_\_\_\_

Sam Kooiker, Mayor

ATTEST:

\_\_\_\_\_  
Finance Officer

(SEAL)